

**SHELBY COUNTY LAND BANK**  
**DELINQUENT TAX PROPERTY SALES PROCEDURE**  
**(Typical Processing Time - 45 to 90 Calendar Days)**

- A. Once the proposed purchase price is agreed upon and the prospective Purchaser has completed his/her due diligence requirements\*, the prospective **Purchaser makes an appointment** to meet with SCLB staff and formally initiate the Sale Process. During this meeting the prospective Purchaser is required to sign an **"Offer to Purchase"** (See **"Offer to Purchase" Agreement attached hereto and made a part hereof**), along with other **"Disclosure Documents"**\*\*, and present the required good faith deposit\*\*\* via. Certified Funds, Cashier's Check or Money Orders made payable to **"Shelby County Trustee"** (personal checks and/or cash **NOT accepted**). Also during this meeting the prospective Purchaser is required to present payment of a \$199.00 advertising, notification and processing fee via. Certified Funds, Cashier's Check or Money Orders made payable to **"Shelby County Government"** (personal checks and/or cash **NOT accepted**). The above described good faith deposit and advertising, notification and processing fee shall be nonrefundable, once the prospective Purchaser is declared the successful bidder.
- B. Upon the prospective Purchaser's signing of the **"Offer to Purchase"**, along with the other **"Disclosure Documents"**, his/her payment of the required good faith deposit will be forwarded to the Shelby County Trustee's Office for immediate deposit. The prospective Purchaser's payment of the required \$199.00 advertising, notification and processing fee will be held without deposit until after completion of the public Ad and Bid process to determine the highest and best offer to purchase the subject property.
- C. Upon signing of the **"Offer to Purchase"**, along with the other **"Disclosure Documents"**, the prospective Purchaser's offer to purchase will be advertised for one (1) day in the **"Daily News"** identifying the property, disclosing the name of the prospective Purchaser and the price offered as well as soliciting therein the submittal of additional purchase offers equal to or greater than 10% of the prospective Purchaser's offer within **ten (10) working days** of the publication date of the Ad (**working days are based on Shelby County Government's regular work schedule**). No additional offers will be accepted after this ten (10) working day period has expired.
- D. If additional purchase offers are received during the above said ten (10) working day period, a **"Bid Off"** will be scheduled and held shortly thereafter at the Shelby County Land Bank office to determine the highest and best offer to purchase the subject property (See **"Bid Off" Procedure attached hereto and made a part hereof**). SCLB Staff will notify all the prospective Purchasers by **Certified Mail**, including the one who submitted the initial purchase offer and those who submitted the additional purchase offers during said ten (10) working day period, of the **"Bid Off"** details, date and time. At the conclusion of the **"Bid Off"**, the prospective Purchaser, who bid the highest purchase price, will be declared the successful bidder and his/her previously signed **"Offer to Purchase"** will be adjusted to reflect the high bid purchase price and new required good faith deposit\*\*\*. Within forty-eight (48) hours of the **"Bid Off"** the successful bidder must present the additional funds to establish the new required good faith deposit via. Certified Funds, Cashier's Check or Money Orders made payable to **"Shelby County Trustee"** (personal checks and/or cash **NOT accepted**). Should the successful bidder fail to present the additional funds necessary to establish the new required good faith deposit within said forty-eight (48) hour period, his/her initially submitted deposit and advertising, notification and processing fee shall be forfeited and the second highest bidder will be offered the property for the second highest bid purchase price. Following the **"Bid Off"**, SCLB Staff will notify the Shelby County Trustee's Office of the **"Bid Off"** results and request it to refund the required good faith deposit previously submitted by all unsuccessful bidders. Additionally, SCLB Staff will return the advertising, notification and processing fee previously submitted by all unsuccessful bidders.
- E. If no additional purchase offers are received during the above said ten (10) working day period, the prospective Purchaser who submitted the initial purchase offer will be declared the successful bidder, advised of the same by telephone and no written notice by **Certified Mail** will be given.
- F. Once a prospective Purchaser is declared the successful bidder, the **"Offer to Purchase"**, along with the other **"Disclosure Documents"**, are signed, and the good faith deposit and advertising, notification and processing

fee are submitted, SCLB Staff will prepare and present a **Resolution** to the County Commission for approval of the sale. (typical processing time: 8 weeks)

- G. Purchaser may be required to attend a Shelby County Board of Commissioners Committee Meeting and/or a full Commission Meeting to answer questions concerning the Purchaser's proposed use and development of the subject property. In such case, the Purchaser will be given advance notice of the meeting(s) that must be attended. In the event Purchaser is unable to attend the scheduled meeting(s), approval of the sale will be deferred until such time the Purchaser is able to attend a subsequent meeting or meetings.
- H. Upon the County Commission's approval of the sale, SCLB Staff will request the Trustee's Office to prepare a **Quit Claim Deed** for use in transferring the subject property to the successful bidder. Once prepared, this Quit Claim Deed will be routed by SCLB Staff for execution by the County Mayor.
- I. Upon execution of the Quit Claim Deed and preparation of the closing documents, SCLB Staff will notify the successful bidder by **Certified Mail** of the sale approval, confirming the County's acceptance of his/her Offer to Purchase, and advising the successful bidder that he/she must close the purchase within **thirty (30) calendar days** of the mailing date of this notification. In the event the purchase of the subject property is not closed within said **thirty (30) calendar days** of the mailing date of this notification, SCLB Staff will declare the sale cancelled and the successful bidder shall forfeit his/her previously paid good faith deposit and advertising, notification and processing fee.
- J. The successful bidder shall **make an appointment** to meet with SCLB staff to close the purchase. At the closing, the successful bidder must present funds for payment of the balance of the purchase price, estimated transfer tax and recording fee via. Certified Funds, Cashier's Check or Money Orders made payable to **"Shelby County Trustee"** (personal checks and/or cash **NOT** accepted).
- K. Upon completion of the closing of this property purchase, the successful bidder's payment of the balance of the purchase price, estimated transfer tax and recording fee will be forwarded to the Shelby County Trustee's Office for immediate deposit. Afterwards, the **Trustee's Office will complete the execution of the Quit Claim Deed and have it recorded in the Shelby County Register's Office and thereafter mail the "Original Recorded Quit Claim Deed" to the Purchaser.** This completes the County's DELINQUENT TAX PROPERTY SALES PROCEDURE.
- L. **NOTE: All Delinquent Tax Properties shall be sold and conveyed by Shelby County Government to the successful Purchasers in an "AS IS-WHERE IS" condition.**

Purchaser

☒ \_\_\_\_\_

☒ \_\_\_\_\_

Date: ☒ \_\_\_\_\_, 20\_\_\_\_

**\* Due Diligence Requirements:**

**All Prospective Purchasers of Delinquent Tax Property with improvements (house, duplex, apartment, condo, commercial building, etc.) MUST contact the City of Memphis, Office of Code Enforcement at (901 576-7448) to determine any rehabilitation requirements prior to meeting with SCLB staff to formally initiate the Sale Process and sign an "Offer to Purchase".**

**☒ Initial here \_\_\_\_\_ to acknowledge that these Due Diligence Requirements have been completed.**

**\*\* Disclosure Documents:**

**All Prospective Purchasers of Delinquent Tax Property must sign a DTP Sales Disclosure Form, a Property Use and Responsibility Disclosure Form, and a Gratuity Disclosure Form at the time they sign an "Offer to Purchase" (See "Disclosure Documents" attached hereto and made a part hereof).**

**\*\*\* Good Faith Deposit Requirements:**

**Property sales from \$ 50.00 to \$ 500.00 - Required Deposit is 100 % of "Offer to Purchase".**

**Property sales from \$ 501.00 to \$5,000.00 - Required Deposit is \$ 500.00.**

**Property sales above \$5,000.00 - Required Deposit is 10 % of "Offer to Purchase".**